

# BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: September 15, 2004

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance *JK*

**AGENDA ITEM WORDING:** Approval to reject bids, and re-bid for the Central Air Conditioning Maintenance and Repair for the Upper Keys Facilities, and to extend the contract with Houston Air, Inc. on a month to month basis until an award of bid can be completed.

**ITEM BACKGROUND:** On October 20, 2004, our current contract with Houston Air, Inc. for the Upper Keys A/C Maintenance and Repair will expire with no additional options to renew. On August 3, 2004 a bid opening was held with four bidders responding. Charges for travel time were not included on the bid form, and an error on the bid form caused one bidder to omit overtime labor hours. The County Attorney's office agreed to reject bids and to re-bid. It is expected that BOCC approval to award a new bid will be after the October 20, 2004 expiration date with our current contractor. Approval to extend the contract on a month to month basis will provide continual service in case of emergencies.

**PREVIOUS RELEVANT BOCC ACTION:** N/A

**CONTRACT/AGREEMENT CHANGES:** Extend contract with Houston Air, Inc. on a month to month basis until an award of bid can be established. Contract price remains the same.

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** \$61.26 per hr 1 mech, \$70.00 per hr mech + helper **BUDGETED:** Yes X No       
\$72.00 per OT hr 1 mech, \$80.00 hr OT mech + helper  
Freon \$10.54 per lb.  
30% material mark-up

**COST TO COUNTY:** Same **SOURCE OF FUNDS:** Ad valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

*[Signature]* for Dent  
Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X To Follow      Not Required     

**DISPOSITION:**     

**AGENDA ITEM #** C5

# **MONROE COUNTY PURCHASING DEPARTMENT**

## **BID OPENING TABULATION SHEET**

OPEN DATE: AUGUST 3, 2004 AT 11:00 AM

TITLE: A/C REPAIRS FOR UPPER KEYS

BIDDER	LABOR, PER HR MECHANIC NORMAL	LABOR, PER HR MECHANIC PLUS HELPER NORMAL	LABOR, PER HR MECHANIC OVERTIME RATE	LABOR, PER HR MECHANIC PLUS HELPER OVERTIME RATE	MATERIALS PER POUND R-22	MATERIALS PER POUND R-12	MATERIALS INVOICE PLUS
HOUSTON AIR, INC.	\$64.00	\$96.00	\$96.00	144.00	\$8.00	\$41.00	35%
MASTER MECHANICAL SERVICES, INC.	\$50.00	\$92.50	\$75.00	\$138.75	\$5.00	\$40.00	12%
WEATHERTROL MAINT. CORP.	\$65.00	\$105.00	N/A	N/A	\$7.90	\$39.00	30%
ADVANCED ENERGY MANAGEMENT	\$65.00	\$95.00	\$95.00	\$125.00	\$11.00	\$68.00	30%

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores – Purchasing Staff.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor

According to Florida Law, the County of Monroe has ten (10) working days to examine and review all bids to determine the responsiveness of the bidders. On the 11<sup>th</sup> day, the public may review bid documents.

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

## CONTRACT SUMMARY

Contract with:	<u>Houston Air, Inc.</u>	Contract #	<u>          </u>
		Effective Date:	<u>10/20/04</u>
		Expiration Date:	<u>N/A</u>

**Contract Purpose/Description:**  
Extend contract for the Central A/C Maintenance and Repair for the Upper Keys on a Month to Month basis until an award of bid can be achieved.

<b>Contract Manager:</b>	<u>Ann Riger</u>	<u>4549</u>	<u>Facilities Maint/Stop #4</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 09/15/04 Agenda Deadline: 08/31/04

## CONTRACT COSTS

Total Dollar Value of Contract: \$		NTE	Current Year Portion: \$		N/A
		25,000			
Budgeted? Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Account Codes:	001-20501-530-340-_____		
Grant: \$ N/A			-	-	-
County Match: \$ N/A			-	-	-
			-	-	-

### ADDITIONAL COSTS

**Estimated Ongoing Costs:** \$\_\_\_\_\_/yr  
(Not included in dollar value above)

**For:** \_\_\_\_\_  
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8/30/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	8-30-04
Risk Management	8-24-04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	8-24-04
O.M.B./Purchasing	08/24/04	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	8/25/04
County Attorney	8/26	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>[Signature]</i>	8/27/04

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# CONTRACT AMENDMENT

(Central Air Conditioning Maintenance and Repair for the Upper Keys Facilities)

THIS CONTRACT AMENDMENT is made and entered into this 15<sup>th</sup> day of September, 2004, between the County of Monroe and Houston Air, Inc. in order to amend the Agreement between the parties dated September 19, 2001, and as renewed on August 21, 2002, and August 20, 2003 (copies which are incorporated hereto by reference) as follows:

1. Effective October 20, 2004, the contract shall be on a month to month basis until an award of bid can be achieved.
2. In all other respects, the original agreement between the parties dated September 19, 2001, and as renewed on August 21, 2002, and August 20, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

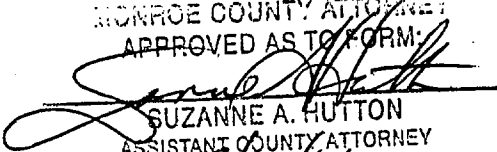
By: \_\_\_\_\_

Witness: \_\_\_\_\_

HOUSTON AIR, INC.

Witness: \_\_\_\_\_

By: \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 8/27/04

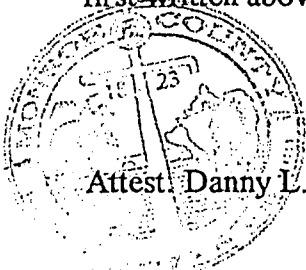
## CONTRACT RENEWAL

(Central Air Conditioning Maintenance and Repair for the Upper Keys Facilities)

THIS CONTRACT RENEWAL is made and entered into this 20<sup>th</sup> day of August 2003, between the COUNTY OF MONROE and HOUSTON AIR, INC. in order to renew the Agreement between the parties dated September 19, 2001, and as renewed on August 21, 2002 (copies which are incorporated hereto by reference); as follows:

1. In accordance with Article 3.08B of the original contract dated September 19, 2001, the County exercises its final option to renew the contract for an additional one-year period.
2. The term of the renewed contract will commence on October 20, 2003, and will terminate on October 19, 2004.
3. In all other respects, the original contract dated September 19, 2001, and as renewed on August 21, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: Danny L. Kolhage, Clerk

By: *Garnett Hancock*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *W. J. M. Spehar*

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

HOUSTON AIR, INC.

By: *[Signature]*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Suzanne A. Hutton*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 7/25/03

(Central Air Conditioning Maintenance and Repair for the Upper Keys Facilities)

THIS CONTRACT RENEWAL is made and entered into this 21<sup>st</sup> day of August 2002, between the COUNTY OF MONROE and HOUSTON AIR, INC., in order to renew the Agreement between the parties dated September 19, 2001 (a copy of which is incorporated hereto by reference); as follows:

1. In accordance with Article 3.08B of the original contract dated September 19, 2001, the County exercises its first of two options to renew the contract for an additional one-year period.
2. Article 3.04 THE CONTRACT SUM, shall be adjusted in accordance with the percentage change in the CPI-U for the most recent 12 months available. The contract amounts are as follows:
  - A. The actual cost of parts and materials purchased from the manufacturer plus 35% used by the Contractor to fulfill the obligations of the Contract. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.
  - B. The cost of labor and equipment used by the Contractor to fulfill the obligation of the Contract. The labor and equipment costs will be calculated using the unit prices set forth as follows:
    1. Labor during normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays shall be \$61.26 per hour, 1 mechanic, and \$91.89 per hour, 1 mechanic plus helper.
    2. Labor during overtime hours other than the normal working hours as stated above, including holidays shall be \$91.89 per hour, 1 mechanic, and \$137.84 per hour, 1 mechanic plus helper.Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.
  - C. Freon for recharging systems shall be \$8.17 per pound for R-22, and \$40.84 per pound for R-12.
  - D. The total contract sum shall not exceed \$20,420.00 per year.
3. The term of the renewed contract will commence on October 20, 2002, and will terminate on October 19, 2003.
4. In all other respects, the original contract dated September 19, 2001 between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

By: *James Hancock*

Deputy Clerk

Witness: *John Smith*

Witness: *Christina M. [Signature]*

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_

HOUSTON AIR, INC

By: *[Signature]*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY *[Signature]*  
ROBERT J. WOLFE

DATE 8-18-02

THIS AGREEMENT, made and entered into this 19th day of September, 2001, A.D. by and between Monroe County, Florida, (hereinafter called the "Owner"), and Houston Air, Inc. (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows.

**3.01 THE CONTRACT**

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

**3.02 THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

**3.03 SCOPE OF WORK**

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation, and perform all of the work described in the Specification entitled:

CENTRAL AIR CONDITIONING  
MAINTENANCE AND REPAIR  
UPPER KEYS FACILITIES  
MONROE COUNTY, FLORIDA

And his bid dated August 30, 2001, attached hereto and incorporated as part of this contract document, and shall do everything required by this Contract and other Contract Documents.

**3.04 THE CONTRACT SUM**

The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

- A The actual cost of parts and materials purchased from the manufacturer plus 35% used by the Contractor to fulfill the obligations of the Contract. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost
- B The cost of labor and equipment used by the Contractor to fulfill the obligation of the Contract. The labor and equipment costs will be calculated using the unit prices set forth in the Contractor's bid as follows:

per hour, mechanic  
\$90.00 per hour, mechanic plus helper

- 2 Labor - overtime rate for hours other than the normal working hours as stated in SECTION 2, paragraph B, including holidays.  
\$90.00 per hour, mechanic  
\$135.00 per hour, mechanic plus helper

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment.

C. Freon for recharging systems:

- 1) R-22 \$8.00 per pound
- 2) R-12 \$40.00 per pound

- D. The total contract sum shall not exceed \$20,000.00 per year.

3.05 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A Any ambiguity or uncertainty in the Specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

- B The passing, approval, and/or acceptance of any part of the work or material by the Owner shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and Specifications covering said work; and the Owner may require the Contractor and/or his surety to repair, replace, restore, and/or make to comply strictly and in all things with the Contract and Specifications any and all of said work and/or materials which within a period of one year from and after the date of the passing, approval, and/or acceptance of any such work or material, are found to be defective or to fail in any way to comply with this Contract or with the Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before their condition is discovered. Failure on the part of the Contractor and/or his Surety, immediately after Notice to either, to repair or replace any such defective materials and workmanship shall entitle the Owner, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the Specifications.

3.06 LIQUIDATED DAMAGES

Time is of the essence of this Contract and should the Contractor fail to complete the emergency repairs within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the Contractor, and the Owner will retain the amount of Fifty Dollars (\$50.00) per calendar day as fixed, agreed, and liquidated



... or any  
... represent the actual damages which the Owner  
... sustained by failure of the Contractor to complete work within the specified time; it  
being further agreed that said sum is not a penalty, but is the stipulated amount of damages  
sustained by the Owner in the event of such default by the Contractor.

### 3.07 PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

The County shall pay to the Contractor for the performance of said service on a per month in arrears basis. The Contractor shall invoice the County monthly for central air conditioning maintenance and repair services performed under the Specifications contained herein.

The Owner will, within ten days after receipt of each application for payment, either process payment or return the application to the Contractor indicating in writing the Owner's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. Thirty days after presentation of the application for payment with the Owners recommendation, the amount recommended will become due and will be paid to the Contractor.

### 3.08 TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one (1) year, commencing October 20, 2001, and terminating on October 19, 2002. This contract is renewable in accordance with Article 3.08B.
- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available. Increases in the contract amount during each option year period shall be extended into the succeeding years.
- C. Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so. The County may terminate this agreement for cause within seven (7) days written notice of its intent to do so.

### 3.09 HOLD HARMLESS

The Contractor shall defend, indemnify and hold harmless the Monroe County Board of County Commissioners as indicated on form TCS

### 3.10 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

...any person on the basis of race, creed, color, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement

### 3.12 ASSIGNMENT

The contractor shall not assign or subcontract this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Owner and Contractor may deem necessary. This agreement shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Owner in addition to the total agreed-upon price of the services/goods of the contractor, nor relieve the contractor of his obligations under this contract.

### 3.13 COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Owner to terminate this contract immediately upon delivery of written notice of termination to the contractor.

### 3.14 INSURANCE

Prior to execution of this agreement, the Contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document

### 3.15 FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Owner by written notice of termination delivered in person or by mail to the Contractor. The Owner shall not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of termination.

### 3.16 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in the Public Works Specification Manual entitled "Central Air Conditioning Repair for Upper Keys Facilities/From Conch Key up to and Including Key Largo", which is attached hereto and incorporated herein as a part of this contract/agreement. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility

3.17 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

FOR COUNTY

Monroe County Public Works  
Facilities Maintenance Department  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR

Houston Air, Inc.  
P.O. Box 1321  
171 Hood Avenue  
Tavernier, FL 33070

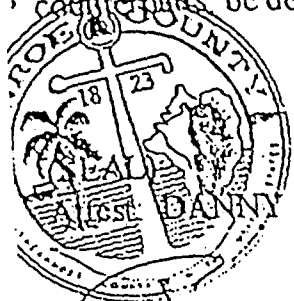
3.18 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida.

3.19 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

above written in four (4) counterparts, each of which shall, without pr f or accounting for the other  
counterparts be deemed an origin Contract



DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONER  
OF MONROE COUNTY, FLORIDA

George R. Neugart

By: Jamela Hancock  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: September 19, 2001

(SEAL)  
Attest:

CONTRACTOR  
HOUSTON AIR, INC.

By: [Signature]  
WITNESS

Title: DISPATCHER

By: [Signature]

Title: President

By: [Signature]  
WITNESS

Title: Secretary

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: [Signature]  
SHEANNE R. HUTTON  
DATE: 9/27/01